



STATE OF IOWA
MASTER AGREEMENT
Contract Declaration and Execution

MA# 005 3538-09

EFFECTIVE BEGIN DATE: 11-20-2008
EXPIRATION DATE: 10-31-2009
PAGE: 1 of 3

VENDOR:

Proctor Mechanical Corp
1100 Hoak Dr

West Des Moines, IA 50265-2631
USA

VENDOR CONTACT:
RAY CONWAY
PHONE: 515-288-2251 EXT:
EMAIL: rconway@proctor-mech.com
FOB

ISSUER:
RANDALL STAPP
PHONE: 515-242-5005
EMAIL: Randall.Stapp@iowa.gov

Contract For: Mechanical construction services, term contract (annual).

The parties agree to comply with the terms and conditions on the following attachments which are by this reference made a part of the Agreement.

Attachment 1: General Terms and Conditions for service contracts are posted at: http://das.gse.iowa.gov/terms_services.pdf

Attachment 2: RFB0209005006

Attachment 3: Addenda#1 to RFB

Contractors Bid Response is on file with the Department of Administrative Services, General Services Enterprise.

Annual contract for Mechanical construction services (journeyman and apprentice pipe-fitters, plumbers, sheet metal workers, and refrigeration specialist), on an as needed basis, at state facilities located within approximately 65 miles of Des Moines, per state bid RFB0209005006.

Contract period is for one year, with the option for three (3) additional one-year periods upon mutual agreement of both parties. When working on the Capitol Complex, mechanical and electrical contractors shall be under the control of Capitol Complex staff. Your Capitol Complex contacts are as follows:

Bob Straker: 515-281-6036 or cell 515-208-3580,

Ken Thornton 208-3634.

RENEWAL OPTIONS

FROM 11-01-2009 **TO** 10-31-2010

FROM 11-01-2010 **TO** 10-31-2011

FROM 11-01-2011 **TO** 10-31-2012

AUTHORIZED DEPARTMENT

005 Administrative Services, Dept
335 General Services Capitals
SUB Other Governmental Entities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp, partnership, etc.) <i>Proctor Mechanical Corporation</i>		AGENCY NAME <i>DAS</i>	
BY (Authorized Signature) <i>Raymond J. Conway</i>	Date Signed <i>12/01/08</i>	BY (Authorized Signature) <i>Randall Stapp</i>	Date Signed <i>12/1/08</i>
Printed Name and Title of Person Signing <i>RAYMOND J. CONWAY Vice President</i>		Printed Name and Title of Person Signing <i>Randall Stapp</i>	
Address <i>1100 HOAK Drive West Des Moines, IA 50265</i>		Address <i>1305 E. Walnut, Hoover Bldg., Des Moines, IA.</i>	



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1100 Hoak Dr

West Des Moines, IA 50265-2631
USA

VENDOR CONTACT:

No Contact Specified

PHONE: 515 999-9999

EMAIL:

FOB

ISSUER:

RANDALL STAPP

PHONE: 515-242-5005

EMAIL: Randall.Stapp@iowa.gov

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Contract period is for one year, with the option for three (3) additional one-year periods upon mutual agreement of both parties. When working on the Capitol Complex, mechanical and electrical contractors shall be under the control of Capitol Complex staff. Your Capitol Complex contacts are as follows:

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CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.)		AGENCY NAME	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	
Address		Address	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	914		\$0.000000
	FROM:11-01-2008TO:10-31-2009			\$0.000000
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			plumber, apprentice, hourly rate \$47.50	
2	0.00000	914		\$0.000000
	FROM:11-01-2008TO:10-31-2009			\$0.000000
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			plumber, journeyman, hourly rate \$54.50	
3	0.00000	914		\$0.000000
	FROM:11-01-2008TO:10-31-2009			\$0.000000
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			pipe-fitter, apprentice, hourly rate \$47.50	
4	0.00000	914		\$0.000000
	FROM:11-01-2008TO:10-31-2009			\$0.000000
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			pipe-fitter, journeyman, hourly rate \$54.50	
5	0.00000	914		\$0.000000
	FROM:11-01-2008TO:10-31-2009			\$0.000000
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			sheet metal, apprentice, hourly rate \$47.50	
6	0.00000	914		\$0.000000
	FROM:11-01-2008TO:10-31-2009			\$0.000000
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			sheet metal, journeyman, hourly rate \$54.50	
7	0.00000	670		\$0.000000
				\$0.000000
			PLUMBING EQUIPMENT, FIXTURES, AND SUPPLIES	
			PLUMBING EQUIPMENT, FIXTURES, AND SUPPLIES	
			If construction materials are supplied by Contractor (Owner's option)	
			the cost will be contractor's cost plus 15%.	
8	0.00000	914		\$0.000000
	FROM:11-01-2008TO:10-31-2009			\$0.000000
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			Overtime (hourly rates): any calls after 4:30pm Monday-Friday and any	
			calls on Saturday are billed at 1.5 labor rate. Sundays and holidays	
			will be billed at double time.	
9	0.00000	914		\$0.000000
	FROM:11-01-2008TO:10-31-2009			\$0.000000
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			Refrigeration Specialist, hourly rate \$57.50	
10	0.00000	914		\$0.000000
	FROM:11-01-2008TO:10-31-2009			\$0.000000
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	
			Any project over 20 miles from Des Moines will be charged drive time	
			and fuel cost.	



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TERMS AND CONDITIONS

Terms & Conditions Service

The parties agree to comply with the terms and conditions on the following web site which are by this reference made a part of the Agreement.

General Terms and Conditions for service contracts are posted at: http://das.gse.iowa.gov/terms_services.pdf

REQUEST FOR BIDS RFB COVER SHEET

Administrative Information:

TITLE OF RFB:	Mechanical Construction Services, term contract, for various projects, as needed.		RFB #:	0209005006
Lead Agency:	DAS			
Participating Agencies:	Various State Agencies		Available to Political Subdivisions?	Bidder needs to indicate, Yes or No
State seeks to purchase:	Mechanical Construction Services, as needed			
Number of <u>mos.</u> or <u>yrs.</u> of the initial term of the contract:	1 year	Number of possible annual extensions:	3	
Initial Contract term beginning:	(Date): est 11/01/08	Ending:	(Date): a year from start date	
State Issuing Officer:				
Name: Randall Stapp				
Mailing Address: 1305 E. Walnut Street Hoover Bldg, Level A Des Moines, IA 50319				
Phone: (515)-242-5005				
e-mail: randall.stapp@iowa.gov				
FAX:				

PROCUREMENT TIMETABLE—Event or Action:	Date/Time (Central Time):
State Posts Notice of RFB on TSB website	9/18/08
State Issues RFB	9/29/08
Resource Information	n/a
Letters of Intent to Bid, if applicable	n/a
Vendors' Conference <input type="checkbox"/> Yes	n/a

<p>Location and Address:</p> <p>If a map is needed, contact the Issuing Officer or refer to the Resource Information.</p> <p>Is Vendors' Conference mandatory? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> No Vendors' Conference will be held for this RFB.</p> <p>Site Visit</p> <p><input type="checkbox"/> Yes</p> <p>Location and Address:</p> <p>If a map is needed, contact the Issuing Officer</p> <p>Is Site Visit mandatory? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> No Site Visit will be held for this RFB.</p>	<p>n/a</p> <p>n/a</p>
Copy of questions and answers from Vendors' Conference sent to Contractors, if applicable	n/a
Written questions, or requests for clarification will be rec'd until	4:00 pm 10/02/8
Lead Agency's written response to questions, and requests for clarifications	10/03/8
Bids Due	10/8/8, by 3:00pm
Anticipated Date to issue Notice of Intent to Award	10/10/08
Anticipated Date to execute contract or issue purchase order	10/17/08

Relevant Websites:	Web-address:
Internet website where Addenda to this RFB will be posted:	http://bidopportunities.iowa.gov/
Internet website where contract terms and conditions are posted:	http://das.gse.iowa.gov/terms_services.pdf

Number of Copies of the Bid Package Required to be Submitted:	1 original
Bid Security, if any:	n/a
Firm Bid Terms Minimum Number of Days following the deadline for submitting Bids that the Contractor guarantees all Bid terms, including price, will remain firm:	minimum # of days: 30 days

Section 1 Introduction

1.1 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified providers to provide the goods and/or services identified on the RFB cover sheet and described further in Section 4 of this RFB to the Lead Agency.

1.2 Definitions

For the purposes of this RFB and the resulting contract, the following terms shall mean:

- 1.2.1 **“Bid”** means the Contractor’s bid submitted in response to the RFB.
- 1.2.2 **“Buyer”** means the individual state agency or political subdivision making a purchase pursuant to the Resulting Contract.
- 1.2.3 **“Contract” or “Resulting Contract”** means the contract(s) entered into with the successful Contractor(s) as described in section 6.1.
- 1.2.4 **“Contractor” or “Vendor”** means (as the context requires) either vendors submitting Bids in response to this RFB or the provider of the goods and services under the Resulting Contract.
- 1.2.5 **“Lead Agency”** means the agency identified on the RFB cover sheet as the Lead Agency and is the chief coordinator and issuer of the RFB. The lead agency will also execute the Resulting Contract.
- 1.2.6 **“Participating Agency” or “Participating Agencies”** means the agency or agencies identified on the RFB cover sheet as Participating Agencies and any other agency that decides to utilize the Resulting Contract.
- 1.2.7 **“Purchase Instrument”** means the documentation issued by the State to the Contractor for a purchase of goods and/or services in

accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the State. Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

1.2.8 "Responsible Contractor" means a Contractor that has the capability in all respects to perform the requirements of the Resulting Contract. In determining whether a Contractor is a Responsible Contractor, the Lead Agency may consider various factors including, but not limited to, the Contractor's competence and qualifications to provide the goods or services requested, the Contractor's integrity and reliability, the past performance of the Contractor relative to the quality of the goods or services offered by the Contractor, the proposed terms of delivery, and the best interest of the Lead Agency and Participating Agencies.

1.2.9 "Responsive Bid" means a Bid that complies with each of the provisions of this RFB.

1.2.10 "RFB" means this Request for Bids and any addenda hereto.

1.2.11 "State" means the State of Iowa, the state agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the Resulting Contract as permitted by this RFB.

1.3 Overview of the RFB Process

Contractors will be required to submit their Bid packages in hardcopy. It is the Lead Agency's intention to evaluate Bids from all Responsible Contractors that submit timely Responsive Bids, and award the contract(s) in accordance with Section 5, Evaluation and Selection.

1.4 Background Information

This RFB is designed to provide Contractors with the information necessary for the preparation of competitive Bids. The RFB process is for the Lead Agency's benefit and is intended to provide the Lead Agency with competitive information to assist in the selection process. It is not

intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Bid.

THE STATE OF IOWA SHALL NOT GUARANTEE ANY MINIMUM ANNUAL PURCHASE QUANTITIES UNDER A RESULTING CONTRACT. HISTORICAL DATA INDICATES THE POTENTIAL ANNUAL PURCHASING VOLUME MAY EXCEED \$200,000.

Section 2 Administrative Information

2.1 Issuing Officer

The Issuing Officer identified in the RFB cover sheet is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Contractor.

2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Contractor, Contractors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in section 2.7. Verbal questions related to the interpretation of this RFB will not be accepted. Contractors may be disqualified if they contact any state employee other than the issuing officer about the RFB except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 Downloading the RFB from the Internet

The RFB will be posted at <http://bidopportunities.iowa.gov/> and all Addenda will be posted at the website listed on the RFB cover sheet. The Contractor is advised to check the website periodically for Addenda to this RFB, particularly if the Contractor downloaded the RFB from the Internet as the Contractor may not automatically receive Addenda. It is the Contractor's sole responsibility to check daily for Addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFB cover sheet are provided for informational and planning purposes; however, the Lead Agency reserves the right to change the dates. If the Lead Agency changes any of the deadlines for Vendor submissions, the Lead Agency will issue an Addenda to the RFB.

2.5 Resource Information

Resource information regarding this RFB is not applicable, per the RFB cover sheet.

2.6 Vendors' Conference – not applicable

If the RFB cover sheet indicates a Vendors' conference will be held in conjunction with this RFB, it will be held at the date, time, and location listed on the RFB cover sheet. The purpose of the Vendors' conference is to discuss with prospective Contractors the work to be performed and allow prospective Contractors an opportunity to ask questions regarding the RFB. Verbal discussions at the Vendors' conference shall not be considered part of the RFB unless confirmed in writing by the Lead Agency and incorporated into this RFB. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be sent to Contractors who submit a letter of intent to bid.

If the RFB cover sheet indicates the Vendors' conference is mandatory, the Agency shall reject Bids submitted by Vendors who do not attend the Vendors' Conference.

2.7 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFB. Contractors may also submit suggestions for changes to the requirements of this RFB. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before the date and time listed on the RFB cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions, requests for clarifications, or suggestions will be sent on or before the date listed on the RFB cover sheet to Contractors who received RFB's. The Lead Agency's written responses will be considered part of the RFB. If the Lead Agency decides to adopt a suggestion that modifies the RFB, the Lead Agency will issue an Addenda to the RFB.

The Lead Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB.

2.8 Amendment to the RFB

The Lead Agency reserves the right to amend the RFB at any time using an Addendum. The Contractor shall acknowledge receipt of an Addenda in its Bid. If the Addenda occurs after the closing date for receipt of Bids, the Lead Agency may, in its sole discretion, allow Contractors to amend their Bids in response to the Lead Agency's Addenda if necessary.

2.9 Amendment and Withdrawal of Bid

The Contractor may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be in writing, signed by the Contractor and received by the time set for the receipt of Bids. Electronic mail and faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing if they wish to completely withdraw their Bids prior to the due date for Bids.

2.10 Submission of Bids

The Lead Agency must receive the Bid at the Issuing Officer's address identified on the RFB cover sheet before the "Bids Due" date listed on the RFB cover sheet. **This is a mandatory requirement and will not be waived by the Lead Agency. Any Bid received after this deadline will be rejected and returned unopened to the Contractor.** Contractors mailing Bids must allow ample mail delivery time to ensure timely receipt of their Bids. It is the Contractor's responsibility to ensure that the Bid is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Bid. Electronic mail and faxed Bids will not be accepted.

Contractors must furnish all information necessary to evaluate the Bid. Bids that fail to meet the mandatory requirements of the RFB may be disqualified. Verbal information provided by the Contractor shall not be considered part of the Contractor's Bid unless it is reduced to writing.

2.11 Bid Opening

The Lead Agency will open Bids shortly after the deadline for submission of Bids has passed. The names of Contractors who submitted timely Bids will be publicly available after the Bid opening. The announcement of Contractors who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

2.12 Costs of Preparing the Bid

The costs of preparation and delivery of the Bid are solely the responsibility of the Contractor.

2.13 Rejection of Bids

The Lead Agency reserves the right to reject any or all Bids, in whole and in part, received in response to this RFB at any time prior to the execution of a written contract. Issuance of this RFB in no way constitutes a

commitment by the Lead Agency to award a contract. This RFB is designed to provide Contractors with the information necessary to prepare a competitive Bid. This RFB process is for the Lead Agency's benefit and is intended to provide the Lead Agency with competitive information to assist in the selection of a Contractor to provide goods and/or services. It is not intended to be comprehensive and each Contractor is responsible for determining all factors necessary for submission of a comprehensive Bid.

2.14 Disqualification

The Lead Agency may reject outright and may not evaluate Bids for any one of the following reasons:

- 2.14.1** The Contractor fails to deliver the Bid by the due date and time.
- 2.14.2** Reserved.
- 2.14.3** The Contractor acknowledges that a requirement of the RFB cannot be met.
- 2.14.4** The Contractor's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- 2.14.5** The Contractor's Bid limits the rights of the Lead Agency.
- 2.14.6** The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- 2.14.7** The Contractor fails to timely respond to the Lead Agency's request for information, documents, or references.
- 2.14.8** The Contractor fails to include a bid bond, if required.
- 2.14.9** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 3 of this RFB.
- 2.14.10** The Contractor presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of this RFB.
- 2.14.11** The Contractor initiates unauthorized contact regarding the RFB with state employees.
- 2.14.12** The Contractor provides misleading or inaccurate responses.
- 2.14.13** The Contractor's Bid is materially unbalanced.
- 2.14.14** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Lead Agency from

other sources) to satisfy the Lead Agency that the Contractor is properly qualified to satisfy the requirements of the RFB.

2.15 Nonmaterial Variances

The Lead Agency reserves the right to waive or permit cure of nonmaterial variances in the Bid if, in the judgment of the Lead Agency, it is in the Lead Agency's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFB, or that do not reflect a material change in the requirements of the RFB. In the event the Lead Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Contractor from full compliance with RFB specifications or other contract requirements if the Contractor is awarded the contract. The determination of materiality is in the sole discretion of the Lead Agency.

2.16 Reference Checks

The Lead Agency reserves the right to contact any reference to assist in the evaluation of the Bid, to verify information contained in the Bid and to discuss the Contractor's qualifications and the qualifications of any subcontractor identified in the Bid.

2.17 Information From Other Sources

The Lead Agency reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bid, the Contractor's financial stability, past or pending litigation, and other publicly available information.

2.18 Verification of Bid Contents

The content of a Bid submitted by a Contractor is subject to verification. If the Lead Agency in its sole discretion determines that the content is in any way misleading or inaccurate, the Contractor may be disqualified.

2.19 Bid Clarification Process

The Lead Agency reserves the right to contact a Contractor after the submission of Bids for the purpose of clarifying a Bid to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Contractor has provided

goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Bid. The Lead Agency will not consider information received if the information materially alters the content of the Bid Proposal or alters the type of goods and/or services the Contractor is offering to the Lead Agency. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Lead Agency within the time specified in the Lead Agency's request. Failure to comply with requests for additional information may result in rejection of the Bid as non-compliant.

2.20 Disposition of Bids

All Bids become the property of the Lead Agency and shall not be returned to the Contractor at the conclusion of the selection process, the contents of all Bids will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.21 Public Records and Requests for Confidential Treatment

The Lead Agency may treat all information submitted by a Contractor as public information unless the Contractor properly requests that specific parts of the Bid be treated as confidential at the time of submitting the Bid. The Lead Agency's release of information is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with chapter 22 before submitting a Bid. The Lead Agency will copy public records as required to comply with the public records laws.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Contractor's Bid. In addition, the Contractor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Contractor to respond to any inquiries by the Lead Agency concerning the confidential status of the materials.

Any Bid submitted which contains specific confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information.

Failure to properly identify specific confidential information shall relieve Lead Agency or State personnel from any responsibility if

confidential information is viewed by the public, a competitor, or is in any way accidentally released. Identification of the entire Bid as confidential may be deemed non-responsive and disqualify the Contractor.

If the Contractor designates any portion of the RFB as confidential, the Contractor must submit one copy of the Bid from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 3 of this RFB. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Bid as possible.

If Lead Agency receives a request for information marked confidential, written notice shall be given to the Contractor seven calendar days prior to the release of the information to allow the Contractor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code.

The Lead Agency will treat the information marked confidential as confidential information only if a court of competent jurisdiction determines the information is confidential under Iowa Code Chapter 22 or other applicable law.

The Contractor's failure to request confidential treatment of material will be deemed by the Lead Agency as a waiver of any right to confidentiality the Contractor may have had.

2.22 Copyrights

By submitting a Bid, the Contractor agrees that the Lead Agency may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Contractor consents to such copying by submitting a Bid and warrants that such copying will not violate the rights of any third party. The Lead Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bids.

2.23 Release of Claims

By submitting a Bid, the Contractor agrees that it will not bring any claim or cause of action against the Lead Agency based on any misunderstanding concerning the information provided herein or concerning the Lead Agency's failure, negligent or otherwise, to provide the Contractor with pertinent information as intended by this RFB.

2.24 Presentations not applicable

Contractors may be required to make a presentation of the Bid. The presentation may occur at the Lead Agency's offices or at the offices of the Contractor. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Lead Agency. The presentation may include slides, graphics and other media selected by the Contractor to illustrate the Contractor's Bid. The presentation shall not materially change the information contained in the Bid Proposal.

2.25 Evaluation of Bids Submitted

Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFB. The Lead Agency intends to award more than one contract.

2.26 Award Notice and Acceptance Period

Notice of intent to award the bid will be sent to all Contractors submitting a timely Bid and may be posted at the website shown on the RFB cover sheet. Negotiation and execution of the contract(s) shall be completed no later than thirty (30) days from the date of the Notice of intent to award. If the apparent successful Contractor fails to negotiate and deliver an executed contract by that date, the Lead Agency, in its sole discretion, may cancel the award and award the contract to the remaining Contractor the Lead Agency believes will provide the best value to the Lead Agency.

2.27 Definition of Contract

The full execution of a written contract shall constitute the making of a contract for the goods and/or services requested by the RFB and no Contractor shall acquire any legal or equitable rights relative to the contract for goods and/or services until the contract has been fully executed by the successful Contractor and the Lead Agency.

2.28 Choice of Law and Forum

This RFB and the Resulting Contract are to be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Resulting Contract. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFB shall be brought in the appropriate Iowa forum.

2.29 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Contractors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.30 No Minimum Guaranteed- not applicable

The Lead Agency anticipates that the selected Contractor will provide goods and/or services as requested by the Lead Agency. The Lead Agency will not guarantee any minimum level of purchases.

2.31 Appeals

Appeals of the Notice of Intent to Award are governed by the Lead Agency's Contractor appeal process. Contractors may obtain information about the appeal process from the Issuing Officer.

SECTION 3 FORM AND CONTENT OF BIDS

3.1 Instructions

These instructions prescribe the format and content of the Bid. They are designed to facilitate a uniform review process. Failure to adhere to the Bid format may result in the disqualification of the Bid.

3.1.1 The Bid pricing shall be submitted on the Request for Bid form

3.1.2 The Bid shall be sealed in an envelope. The envelope is to be labeled with the following information:

Bid for RFB 0209005006 Mechanical Construction Services

***To Iowa Dept of Administrative Services-Purchasing
[Contractor's Name and Address]***

The Lead Agency shall not be responsible for misdirected packages or premature opening of Bids if a Bid is not properly labeled.

3.1.3 One (1) original of the Bid, in a sealed envelope, shall be timely submitted to the Issuing Officer.

3.1.4 If the Contractor designates any information in its Bid as confidential pursuant to section 2.21, the Contractor must also submit one (1) copy of the Bid from which confidential information has been excised as provided in section 2.21.

3.1.5 Bids shall not contain promotional or display materials.

3.1.6 Attachments shall be referenced in the Bid.

3.1.7 If a Contractor wishes to submit more than one bid, each bid shall be labeled and submitted separately. Each bid will be evaluated separately.

3.2 Specifications and Technical Requirements

The Contractor is to comply with the specifications in Section 4 of the RFB.

3.3 Acceptance of Terms and Conditions

The Contractor agrees that the Bid is predicated upon the acceptance of all terms and conditions stated in the RFB. If the Contractor objects to any term or condition, the Contractor must specifically identify and explain the particular objection, in their bid submittal. Objections or responses that materially alter the RFB may be deemed non-responsive and disqualify the Contractor.

3.4 Firm Bid Terms

The Contractor shall guarantee in writing the availability of the goods and/or services offered and that all Bid terms, including price, will remain firm a minimum of 30 days following the deadline for submitting Bids.

3.5 Bid Security

Not applicable for this bid.

SECTION 4 SPECIFICATIONS AND TECHNICAL REQUIREMENTS

4.1 Overview

The successful Bidder shall provide the services and goods to the Buyer issuing Purchase Instruments against the resulting Award in accordance with the technical specifications defined in this Section. The Bidder shall specify any exceptions taken to any of the specifications.

Reclaimed/Recycled Materials:

Since the emphasis is on service and the materials are not specifically identified, bidders are not required to submit information on Reclaimed/Recycled Materials.

4.2 Technical Specifications, following:

RFB0209005006

SCOPE:

Contract to provide Journeymen and Apprentice level pipe-fitters, plumbers, sheet metal workers, and refrigeration specialist for various projects at State facilities located within approximately 65 miles of Des Moines.

CONTRACT TERM:

The contract period shall be for one (1) year, and shall be renewable for three additional one-year periods upon the mutual agreement of both parties. A resulting contract may be terminated, at any time, without penalty, by the State of Iowa, for its convenience, upon sixty (60) days prior written notice.

BONDING/PERFORMANCE REQUIREMENTS:

Surety bonds (performance bonds) for labor and materials are not required for projects costing less than \$25,000.00 dollars. If a project is estimated at or above \$25,000.00, the contractor is required to provide a surety (performance) bond for 100% of the amount of the estimate to the using state agency.

PRICES:

All labor rates shall include overhead and profit. Any submittals, which do not include overhead and profit in the base hourly labor rate, will not be accepted.

For bidding purposes, normal working hours are considered to be between 7:30 A.M. and 4:30 P.M. Monday through Friday; hourly overtime rates are considered to be for work performed after 4:30 P.M. Monday through Friday, Weekends and Holidays. Any work performed under the overtime category must be authorized by the using State agency.

Bidders shall include in their bid submittal, the percentage mark-up (to their suppliers invoice) for construction materials provided. Bidder agrees to provide (upon Owners request) copies of supplier's invoices for materials furnished. Using Agencies reserve the right to furnish materials required in the completion of work under this contract.

If Bidder requires a "trip charge", it shall be explained (how calculated and applied) on the bid form.

PRICE INCREASES:

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes. Requested price changes must be submitted to the Department of Administrative Services- Purchasing, sixty (60) days prior to the contract anniversary date.

MATERIAL INVENTORY:

The contractor shall have sufficient inventory of materials to meet usual and customary commercial needs. State agencies reserve the right to furnish materials required in the completion of work under this contract.

STANDARDS:

All labor, parts and materials shall be provided in accordance with the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) and the State of Iowa's Building and Fire Codes. The work performed by the contractor must comply with the current Iowa Occupational Safety and Health Standards (and OSHA). Contractors are required to inform the Department of Administrative Services – Purchasing, of any and all OSHA violations during the term of the contract. The State of Iowa shall be indemnified and held harmless from any claims or liability arising from any violation.

The contractor will furnish journeyman workers that have a minimum of 2 years experience at the journeyman level. One apprentice can be used for each two journeyman workers (for each respective trade).

The Contractor will have the workers report to work site with all tools and equipment required for the work to be performed.

Bidders are to include in their bid submittal, documentation to validate experience, competency, and license, along with three business references for similar sized commercial contracts held within the last five years. If requested, the Contractor will furnish to the Department of Administrative Services-Purchasing, documentation of Journeyman level status of Contractor's staff.

The Department of Administrative Services reserves the right, without protest, to reject any worker that in the estimation of the State is not qualified or performing in an acceptable manner.

WARRANTY:

Contractors shall warranty all work performed under this contract award for a period of one (1) year from service. If during that one (1) year period of warranty, any part installed under the contract fails or does not function properly due to any fault in material or workmanship, the contractor shall, under notice from the State Agency representative, promptly proceed to repair or replace the faulty item without the using Agency incurring any additional expense.

If the contractor fails to repair or replace the faulty item within a reasonable time after notice, the using Agency may hire another contractor to repair or replace the faulty item and charge the cost to the contractor.

AGENCY DISCRETION:

The using Agency reserves the right to interview the Contractor to determine their ability to perform the required work.

RESPONSE TIME:

The contractor must be radio equipped and have a twenty-four (24) hour emergency telephone number/beeper at which they can be reached in case of an emergency. The telephone number/beeper shall not be forwarded to an answering machine.

Contractors are required to respond within two (2) hours after notification of an emergency call. CONTRACTOR'S

RESPONSIBILITY:

It is not the intent of this Request for Bid to describe all existing conditions. Contractors should visit and examine the site with the Agency's representative prior to performing work. Failure to visit the site and note all conditions will in no way relieve the contractor from completing the work.

All contractors are responsible for taking their own field measurements and ascertaining the accuracy of all information relevant to any project. The Using State Agency will not supply, nor be responsible for the accuracy of measurements and all other related work.

The contractor may have to sign in upon arrival at the jobsite and sign out when leaving the site for any reason. At completion of work and prior to leaving the site, the contractor must submit a work ticket that documents the hours worked, work performed, and the parts and materials used.

Special note: Some facilities may have specific security policies and procedures established which must be adhered to at all times, per their instructions. Contractor's personnel shall provide to the Agency's representative the following information in advance of being admitted into the work site: driver's license or other official photo id including date of birth, and business phone number. In addition, background checks may be required for some work sites.

All mechanical contractors working on Capitol complex shall be under the control of GSE specifically Capitol Complex Maintenance. It will be the duty of the contractor to notify and brief CCM in regard to each job the contractor is performing 48 hrs in advance. All work is also subject to all applicable safety standards ie: OSHA. All work is subject to inspection by CCM who will determine safety and general acceptance by the State. Capitol complex contacts are as follows:

Bob Straker 515-281-6036 or 515-208-3580, and if not available then Customer Service 515-242-5120.

SITE CONDITIONS:

All work must be performed in a safe manner. The contractor shall at its sole expense immediately correct any dangerous condition caused by or as a result of the Contractor's work.

The contractor shall be held solely responsible for any damage to existing structures, grounds, systems, equipment, or parts, caused by him or his employees and shall repair or replace same to its original condition at no additional cost to the using State Agency.

If any shutdown of services is required, the Contractor must contact the using Agency prior to shutdown.

The contractor shall keep the site clean, and swept on a daily basis, or more often if required to keep premises clean and safe.

The contractor must remove all rubbish, materials, and debris from the work site on a daily basis.

The contractor shall at its sole expense, replace, repair or otherwise remedy any damage made to the existing grounds or buildings by the contractor in the performance of their work.

Existing walks, driveways and parking areas are to be kept free and clean at all times. Parking spaces should be arranged with the using State Agency. All parking costs are the responsibility of the contractor.

PROPER CONDUCT:

The contractor shall adhere to proper conduct at all times. Proper conduct is meant to include, but shall not be limited to the following:

1. There shall be no weapons, drugs or alcohol on the premises.
2. No smoking on the premises unless there is a designated smoking area and the smoking is conducted in such area.
3. No exterior doors left open or unlocked.
4. The contractor shall conduct business in a professional manner at all times.

TEMPORARY UTILITIES:

The contractor shall have temporary use of electrical power from existing outlets as directed by the using Agency. The contractor shall furnish all connections and extensions from these outlets at his own expense.

STORAGE OF EQUIPMENT:

The contractor shall store all materials, tools and equipment only in areas designated by the using Agency. The contractor shall keep those areas clean and clear of combustible materials/waste. Any items stored outdoors shall be stored off the ground on adequate supports, protected with secure tarpaulins.

The contractor shall provide adequate facilities for the storage of waste materials and rubbish prior to removal from the site. Debris, surplus materials, equipment, etc., may need to be removed periodically, depending on the Agency's needs.

No ladders, tools or equipment shall be left unattended.

The contractor shall be solely responsible for damage, loss or liability due to theft or vandalism of his materials, tools and equipment.

SUBCONTRACTING:

Use of subcontractors is prohibited unless authorized in writing by the Department of Administrative Services - Purchasing. In cases where subcontracting has been authorized, the following rules apply: All subcontractors provided by the awarded contractor shall hold all current appropriate licenses and/or certifications and will be subject to the same scrutiny as if they were the contractor submitting the proposal. It is understood that the contractor listed on the contract award is solely responsible for their subcontractor's work.

The contractor listed will make a good faith effort to utilize certified Targeted Small Business contractors as subcontractors.

Contractors shall make no changes in their list of subcontractors without notification and prior written approval from the Department of Administrative Services- Purchasing.

DISPUTES:

In the event of a disagreement between the State's representative and the contractor regarding interpretation of contractual requirements, the contractor is to proceed with the work in question (unless asked to cease by the using State Agency) under protest until the disagreement is resolved by the Department of Administrative Services- Purchasing, whose decision shall be binding on both parties.

VENDOR PERFORMANCE PROCEDURE:

Agencies shall promptly notify the Department of Administrative Services- Purchasing, in writing, of any unsatisfactory service provided by the contractor. The contractor shall be notified of the complaint in writing and shall be given five (5) business days to respond to the complaint. Should the Purchasing Division receive two (2) complaint reports for unsatisfactory service, and those complaints cannot be resolved, the contractor may be removed from the contract award. Annual reviews of the contract award may be performed to survey contractor performance to ensure that contractors are receiving favorable reviews. In the event of an unfavorable review, the State reserves the right to remove the contractor for that location that they received an unfavorable review.

INSURANCE REQUIREMENTS:

The Contractor shall not commence work under this contract until he or she has obtained all insurance required under this section and such insurance has been approved by the State, nor shall the Contractor commence work on his contract until all similar insurance of all subcontractors has been so obtained and approved. Such policy or policies shall become effective at the commencement of the work and shall remain in force for the full period of the contract.

1. Compensation Insurance

The Contractor shall take out and maintain during the life of his or her contract. Worker's Compensation Insurance for all his or her employees working at the site of the projects, and in the case where work is subcontracted, the prime contractor shall require the subcontractor to provide Worker's Compensation Insurance for all of the latter's employees so engaged unless such employees are covered by the protection afforded by the prime contractor.

2. Public Liability, Property Damage, and Contractor's Liability Insurance

The Contractor shall take out and maintain during the life of his or her contract, such public liability, property damage, and contractor's contingent insurance as shall protect him or her and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall not be less than the following:

- a. Bodily injury liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any person, and subject to the same limitation for each person, in an amount not less than \$2,000,000 on account of any one accident.

- b. Property damage insurance in an amount not less than \$1,000,000 for damages on account of any one accident.

3. Automobile Insurance

The Contractor shall take out and maintain during the life of this contract, automobile public liability insurance in amounts not less than \$1,000,000 and property damage in amounts not less than \$1,000,000, if any motor vehicles are engaged in the operation, within the terms of this contract, on the site of the work to be performed there under, covering the use of all such motor vehicles owned, rented, and non-owned.

ASBESTOS

1. Where the Contractor encounters suspected areas of asbestos. Contractor shall immediately cease operations and notify the Agency representative. No work shall proceed until the State has the areas tested and has initiated an approved method of neutralizing or removing the asbestos hazard, as per E.P.A. requirements.
2. The Contractor agrees to accept responsibility for noticing his or her employees of any hazard that exists and to protect all personnel from same, holding harmless the State, his or her employees, and the Architect and Engineer from any claims against them by the Contractor, his or her employees or third parties.
3. The Agency representative shall advise the Contractor of any verified asbestos hazards, and also indicate areas suspected as possible asbestos hazards. If the Contractor is required to work in the suspected hazardous area (but not in direct contact with asbestos), they will be required to accept responsibility and cost for notifying and protecting his or her personnel as though the area is contaminated. The State suspects that all tunnels in all Department of Human Services and Department of Corrections' Institutions are contaminated.
4. The Contractor will not be reimbursed for a reasonable delay in work caused by an asbestos hazard during the job.

PURCHASE ORDERS:

No work shall be performed under the resulting contract until a Purchase Order has been issued by the using Agency.

SECTION 5 EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Bid(s) are selected (awarded).

5.2 Determination of Responsible Contractor & Responsive Bid

Bids will first be checked to determine if they comply with the specifications (are responsive), and secondly, if the Contractor is a Responsible Vendor.

5.3 Preferences

5.3.1

In accordance with the provisions of Iowa Code § 73.1 a preference will be given to products and provisions grown and coal produced within the State of Iowa, when they are found in marketable quantities in the State and are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states. Preferences required by applicable statute or rule shall also be applied, where appropriate.

5.3.2

Whenever a tie involves an Iowa vendor and a vendor outside the state of Iowa, the Iowa vendor will receive preference. Whenever a tie involves one or more Iowa vendors and one or more vendors outside the state of Iowa, the drawing will be held among the Iowa vendors only. Tied bids involving Iowa-produced or Iowa-manufactured products and items produced or manufactured outside the state of Iowa will be resolved in favor of the Iowa product.

In the event of a tied bid between Iowa vendors, the department shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the vendors have complied with ESGR standards. Preference, in the case of a tied bid, shall be given to Iowa vendors complying with ESGR standards.

An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the vendors who are tied in price.

Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

5.4 Evaluation Criteria

The Lead Agency will compare the compliant Bids submitted by Responsible Vendors. A contract award may be made to up to 4 Vendors (those that are most competitive).

SECTION 6 CONTRACTUAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The contract that the Lead Agency expects to issue as a result of this RFB will be based upon the Bid submitted by the successful Bidder and the RFB information. The agreement between the Lead Agency and the successful Bidder shall be a combination of the RFB specifications, terms and conditions of the RFB, the terms and conditions contained at the web-address indicated on the RFB cover sheet, the offer of the Contractor contained in the Bid submitted by the Contractor, written clarifications or changes made in accordance with the provisions of the RFB, and any other terms deemed necessary by the Lead Agency, except that no objection or amendment by a Vendor to the RFB requirements shall be incorporated by reference into the Contract unless the Lead Agency has explicitly accepted the Contractor's objection or amendment in writing.

The terms and conditions contained at the web-address indicated on the RFB cover sheet will be incorporated into the resulting agreement. The terms and conditions may be supplemented and are provided to enable Contractors to better evaluate the costs associated with the RFB and the potential resulting agreement. Contractors should plan on the contract terms and conditions contained at the web-address indicated on the RFB cover sheet being included in any contract awarded as a result of this RFB. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a Bid, each Contractor acknowledges its acceptance of the RFB specifications and the terms and conditions at the web-address without change except as otherwise expressly stated in its Bid. If a Contractor takes exception to a provision (t & c), it must state the reason for the exception and set forth in its Bid the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFB may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification of the Bid. The Lead Agency reserves the right to either award a contract without further negotiation with the successful Contractor or to negotiate contract terms with the selected Contractor if the best interests of the Lead Agency would be served.

6.2 Contract Length

The contract period shall be for one (1) year, and shall be renewable for three additional one-year periods upon the mutual agreement of both parties. A resulting

contract may be terminated, at any time, without penalty, by the State of Iowa, for its convenience, upon sixty (60) days prior written notice.

Attachment # 1
Certification Letter

[Date]

[Name of Issuing Officer], Issuing Officer
[name of Lead Agency]
[Lead Agency Address]

Re: Request for Bids Number **[fill in number]**
BID CERTIFICATIONS

Dear **[Name of Issuing Officer]**:

I certify that the contents of the Bid submitted on behalf of **[Name of Contractor]** in response to **[Name of Lead Agency]** for Bid Number **[number]** for **[describe goods or services being purchased]** are true and accurate. I also certify that **[Name of Contractor]** has not made any knowingly false statements in its Bid.

Certification of Independence

By submitting a Bid in response to **[Name of Lead Agency]** Request for Bids Number **[number]** for **[describe goods and/or services]** (RFB), I certify the following:

1. The Bid has been developed independently, without consultation, communication or agreement with any employee or consultant to the Lead Agency or any Participating Agency who has worked on the development of this RFB, or with any person serving as a member of the evaluation committee.
2. The Bid has been developed independently, without consultation, communication or agreement with any other Contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other Contractor.
4. No attempt has been made or will be made by **[Name of Contractor]** to induce any other Contractor to submit or not to submit a Bid for the purpose restricting competition.

5. No relationship exists or will exist during the contract period between **[Name of Contractor]** and the Lead Agency or any Participating Agencies that interferes with fair competition or as a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, **[Name of Contractor]** and all of its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have not within a three year period preceding this Bid been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or other criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Lead Agency has relied upon when this transaction was entered into. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the Lead Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to Iowa Code sections 423.2(10) & 423.5(8) (2005 Code Supp.) a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid in response to **[Name of Lead Agency]** Request for Bids Number **[number]** for **[describe services]** (RFB), the undersigned certifies the following: (check the applicable box)

- ☐ **[name of Contractor]** is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or
- ☐ **[name of Contractor]** is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43).

[name of Contractor] also acknowledges that the **[name of agency]** may declare the **[name of Contractor]**’s bid or resulting contract void if the above certification is false. The **[name of Contractor]** also understands that fraudulent certification may result in the **[name of agency]** or its representative filing for damages for breach of contract.

Sincerely,

[Name and Title]

Attachment #2
Authorization to Release Information Letter

[Date]

[Name of Issuing Officer], Issuing Officer
[Name of Lead Agency]
[Lead Agency Address]

Re: Request for Bids Number **[fill in number]**
AUTHORIZATION TO RELEASE INFORMATION

Dear **[Name of Issuing Officer]**:

[name of Contractor] hereby authorizes the **[Name of Lead Agency]** ("Lead Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Bids Number **[number]**.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Contractor is willing to take that risk.

The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Lead Agency, Participating Agencies, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Lead Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to Request for Bids Number **[number]**.

The Contractor authorizes representatives of the Lead Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the undersigned's Bid submitted in response to Request for Bids Number **[number]**.

The Contractor further authorizes any and all persons, entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any

other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Lead Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to Request for Bids Number **[number]**.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Printed Name of Contractor Organization]

[Name and Title of Authorized Representative]

Date



Iowa Department of Administrative Services

Government's Partner in Achieving Results

Chester J. Culver, Governor
Patty Judge, Lt. Governor

Date: October 3, 2008

To: Potential Bidders (via e-mail, and posting on the DAS web bid site)

From: Randall Stapp, Purchasing Agent III *R.S.*
Iowa Department of Administrative Services-GSE
Phone 515-242-5005; e-mail: randall.stapp@iowa.gov

RE: **Addendum No. 1** to bid RFB0209005006, Mechanical Construction Services, term contract

1. Clarification regarding bid pricing:
The proposed hourly labor rates must include the costs for "truck" and "tools" (these 2 cost factors can not be billed separately)

Please acknowledge receipt of addendums in your bid submittal.